

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 TO LEASE NO. GS-07P-LLA17133
ADDRESS OF PREMISES One Lake Shore Drive Lake Charles, LA 70629	PDN Number: PS0028393

THIS AMENDMENT is made and entered into between Hertz Lake Charles One, LLC
whose address is: 1522 2nd Street, Santa Monica, CA 90401-2303

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to supplement the above Lease.

NOW THEREFORE, these parties for consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution as follows:



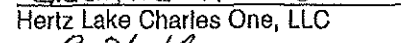
- 1) To accept the Tenant Improvements as substantially complete; and
- 2) Establish the Commencement Date of the lease rental payments; and
- 3) Establish the square footages of the leased space; and
- 4) Provide the annual rental amounts; and
- 5) Establish the Government's Percentage of Occupancy; and
- 6) Establish the reduction amount for vacant space; and
- 7) Establish the Base for the Operating Cost adjustment; and
- 8) Establish the Common Area Factor; and
- 9) Provide for the payment of the Tenant Improvements; and
- 10) State the Broker Commission and the Commission Credit.

This Lease Amendment contains 3 pages plus Exhibit A.

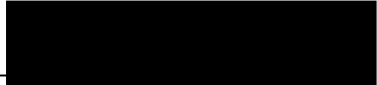
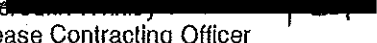
All other terms and conditions of the lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

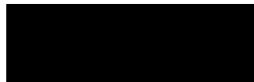
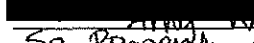
FOR THE LESSOR:

Signature: 
Name: 
Title: 
Entity Name: Hertz Lake Charles One, LLC
Date: 9.26.14

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 10-21-2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: Sr. Property Administrator
Date: 9-26-14

- 1) The tenant improvements have been *substantially* completed and the government accepts the leased space on September 8, 2014. The Lessor and the Government agree that the requirements specifically identified in Exhibit "A", GSA Form 1204 Condition Survey Report, of this lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 20 days of the Government's acceptance of the space for occupancy. Within 7 days of the completion date for the Lessor to cure the deficiencies in Exhibit "A" of this lease, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.
- 2) The Commencement Date of the rental shall be September 8, 2014 and shall expire on September 7, 2024, subject to the termination rights set forth in the lease. The firm term of this Lease is eight (8) years.
- 3) The leased premises square footage shall be 11,086 rentable square feet (RSF) yielding 9,640 ANSI/BOMA Office Area (ABOA).
- 4) The Government shall pay the Lessor annual rent as follows:

	FIRM TERM (Yr 1 – Yr 8)	NON-FIRM TERM (Yr 9 – Yr 10)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$98,443.68	\$117,622.46
TENANT IMPROVEMENTS RENT ¹	\$50,519.22	\$0.00
OPERATING COSTS	\$54,986.56	\$ 54,986.56
BUILDING SPECIFIC AMORTIZED CAPITAL ²	\$ 7,159.78	\$0.00
TOTAL ANNUAL RENT	\$211,109.24	\$172,609.02

¹The Tenant Improvement Allowance of \$287,363.58 is amortized at a rate of 9 percent per annum over 8 years.

²Building Specific Amortized Capital (BSAC) of \$47,128.89 is amortized at a rate of 5 percent per annum over 8 years.

- 5) The Percentage of Occupancy for Tax Reimbursement purposes shall be 3.18% (11,086 RSF/348,402 RSF). Per lease paragraph 1.11 "Real Estate Tax Base", the real estate tax base of the Lease is \$123,709.96.
- 6) The Government's Adjustment for Vacant Space shall be a reduction of \$2.28/ABOA.
- 7) In accordance with the Lease paragraph 1.12 entitled "Operating Cost Base", the escalation base shall be \$54,986.56 (11,086 RSF x \$4.96).
- 8) In accordance with the Lease paragraph 1.01 entitled "The Premises", the Common Area Factor shall be 15% (11,086 RSF/9,640 ABOA).
- 9) The total cost of the Tenant Improvements is \$586,356.12. Upon completion, inspection and acceptance of the space, the Government shall pay for the total Tenant Improvement Cost by amortizing \$287,363.58 over the first eight (8) years of the term at an interest rate of 9.0%. The Government shall pay for the total Building Specific Amortized Capital Cost by amortizing \$47,128.89 over the first eight (8) years of the term at an interest rate of 5.0%.

The remaining balance of the total cost of the Tenant Improvements is \$298,992.54 (TI total cost of \$586,356.12 – TI's to be amortized into the rent of \$287,363.58) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements and the BSAC necessary to finish the interior of the leased space. The lump-sum payment includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements and the BSAC by the anticipated date of completion.

INITIALS: JMD LESSOR & MZ GOVT

Upon acceptance of the TI and BSAC by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0028393 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer at the following address:

General Services Administration
Attn: Meredith Whitley
819 Taylor Street, Room 11A-133
Fort Worth, Texas 76102-6124

- 10) DTZ Americas, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to DTZ Americas, Inc. with the remaining [REDACTED] which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of the Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$17,592.44 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$17,592.44 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

INITIALS: JMS & MZ
LESSOR GOVT